

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
PECOS DIVISION

CHRISTOPHER WILLIAMS, on Behalf  
of Himself and on Behalf of All Others  
Similarly Situated,  
*Plaintiff*

VS.

BARRILLEAUX, INC.,  
*Defendant*

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CIVIL ACTION NO. 4:19-CV-22-DF

**1<sup>st</sup> AMENDED JOINT MOTION TO APPROVE CONFIDENTIAL SETTLEMENT  
AND TO DISMISS WITH PREJUDICE**

The Parties file this joint motion to approve their confidential settlement agreement (the “Agreement”) and to dismiss this case with prejudice.

**I.**

On June 12, 2019 Plaintiff, Christopher Williams, brought this lawsuit on behalf of himself and others similarly situated to recover wages allegedly owed pursuant to the Fair Labor Standards Act (“FLSA”) arising out of Defendant’s exclusion of certain *per diem* payments in the calculation of the overtime rate of pay. Defendant filed an answer in the lawsuit denying liability to Plaintiffs, claiming that they paid Plaintiffs properly, and raising bona fide defenses to Plaintiffs’ claims.

On 3/10/20, this Court conditionally certified this case as a collective action and authorized the issuance of notice to the putative class members. *See*, Doc. 30. More than two hundred class members filed consent forms to join the case. Thereafter, several Plaintiffs dismissed their claims after it was determined that they were not eligible to assert a claim and/or the statute of limitations had expired on their claim.

The Parties exchanged written discovery and over thirteen thousand (13,000) pages of documents – including payroll information for each of the Plaintiffs. Depositions were also taken.

On 4/6/21, the Parties mediated their dispute with Les McLaughlin in Midland, Texas. The Parties did not reach an agreement to resolve their dispute at mediation. However, after approximately six (6) additional months of discovery and continued negotiations, the Parties finally resolved their dispute. Pursuant to the confidential settlement agreement (the “Agreement”), each Plaintiff will receive his prorated share of the unpaid overtime wages (and other damages) that he claimed or could have claimed by way of this lawsuit.<sup>1</sup>

## **II.**

The terms of the settlement are confidential. Plaintiff has approved the settlement and has signed the Agreement. Similarly, Defendant has approved and signed the Agreement. All Parties are in agreement as to the apportionment and distribution of the settlement funds. The settlement is in the best interest of all parties. Moreover, there is substantial risk the Plaintiffs may be unsuccessful on the merits if this compromise settlement is not approved.

## **III.**

The Agreement was negotiated at arm’s length and represents the resolution of a bona fide wage dispute. All Parties were represented by counsel with years of experience handling these types of FLSA cases. The Parties represent to the Court that the terms of the settlement are fair, reasonable, were negotiated at arms-length, and are in the best interests of the Plaintiffs and Defendants as well. By entering into this settlement, however, the Defendants have not conceded liability.

In light of the Parties’ settlement, they now respectfully request that the Court enter the accompanying order approving the settlement and dismissing this case with prejudice to refile, and with each party bearing their own costs.

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<sup>1</sup> A copy of the Settlement Agreement is being filed *under seal* contemporaneously herewith.

The Parties request the Court to grant their joint motion and sign the accompanying order reflecting the same.

Respectfully Submitted,

BARRILEAUX, INC., by and through its attorneys  
with SHAFER, DAVIS, O'LEARY & STOKER  
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***ATTORNEYS FOR DEFENDANT***

AND

CHRISTOPHER WILLIAMS, on Behalf of  
Himself and on Behalf of All Others Similarly  
Situating, by and through his attorneys with

DEBES LAW FIRM

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***ATTORNEYS FOR PLAINTIFFS***

CERTIFICATE OF SERVICE

I served a true and correct copy of this pleading on all parties via Notice of Electronic Filing on known Filing Users on the 12<sup>th</sup> day of October 2021 as follows:

Miles Nelson  
R. Layne Rouse  
Shaefer, Davis, O'Leary & Stoker  
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*/s/ Robert R. Debes, Jr.*

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Robert R. Debes, Jr.